

*Proposed  
New Museum Contract 3-28-75*

This agreement made and entered into this 28 day of Mar 1975 by and between the Wasatch Railway Museum and Foundation, Inc. Here and after called the museum of Heber City, Utah and the Heber Creeper Inc., here and after called the Company of Heber City, Utah.

This agreement superceeds all past agreements, both written and oral, made between the museum and company.

WHEREAS, the museum either owns or has leases on certain railway equipment, WHEREAS, the company desires to lease said equipment to operate a scenic excursion Railway train from Heber City down Provo Canyon to Bridal Vail Falls, over state owned and leased trackage WHEREAS it will be for the mutual intrest of the two parties to enter into a lease agreement of the railroad equipment, parts and supplies of the lessor;

NOW THEREFORE it is mutually agreed between both parties as follows:

1. The museum hereby leases to the company for a period of time equal to the lease to be obtained by the company from the state of Utah all of the railroad equipment, parts and supplies shown on exhibit "A" which is attached hereto and made a part of said lease.

museum to use for the display for its own equipment in order to accomplish its own museum objective goals and educational purposes to meet the criteria requirements of its Utah State granted charter.

14. The museum has the right to bring new and additional display railroad equipment to the valley. Such new museum equipment must be approved by a 2/3 vote of both museum and company board of directors. Any new museum equipment will be transported at museums expense.
15. The company will pay for perpetual upkeep on all museum equipment used by the company. Any new equipment not used by the company which is there strictly for museum preservation and display purposes will be maintained at museum expense.
16. The museum has the right to inspect all of their operated leased equipment at any time to certify that the equipment meets all state and federal safety requirements.
17. The company agrees that all operating personnel meet all state and federal work standards in regards to being completely trained and skilled to safely operate said leased equipment.
18. The company agrees that museum approved personnel who have been properly certified by Utah State public service commission requirements can be trained on the operated leased equipment to become competent locomotive engineers, fireman and trainmen.

19. The museum has the option to construct a building on company leased ground at its own expense and to physically house a display of railroad artifacts to be open to the general public. The museum has the right to either charge admission to said facility or to allow free admission at its own discretion. This building will be located at the Heber Depot facilities. This structure will not be larger than 1 and  $\frac{1}{2}$  times the existing depot building at Heber.
20. The museum has the right to fully advertise itself and its facilities in Heber Valley through all media and has the right to sell minor commercial items from said facilities.
21. The museum has the right to place equipment ownership plaques either metal or simply painted onto its leased railcar and locomotive equipment used by the company. Plaque sizes are to be maximum of 10 by 18 inches.
22. Company agrees to protect museum equipment from unauthorized disposal or removal of same from any and all leased property.
23. The company and the museum hereby mutually agree to maintain full control of the conduct of their own employees and / or members while they are working for the company. During working hours employees are to be instructed to be courteous, polite, civil and to use only proper language with no vulgarity or profanity.

In the event that the company should for any reason what-so-ever terminate operations of the railroad as a functioning business enterprise and/ or in the event they should stop payments for leases on the state owned right of way or to the museum, the company agrees not to hinder, in-cumber, or interfere in any way or manner what-so-ever with the museum personnell or assigned agents in their removal of all leased or museum owned and displayed railroad equipment, tools, and parts from company owned or leased property. In the event the museum should elect to remove said equipment from said leased property. The company agrees to allow company approved museum personnell to utilize company pwned equipment both leased and display items. A maintance program schedule agreeable to the company will be utilized for this purpose. The museum agrees not to interfere with the company operation procedures in any way what-so-ever. The museum intends to comply with all stipulations within this agreement in order to enhance the profit making ability of the company and will do all within its capability to further the aims of the Heber Creeper Inc.